

## PACK TRANQUILIDAD GAS SPECIAL CONDITIONS

The Pack Tranquilidad Gas includes the following independent services described in the Specific Conditions:

1. Tranquilidad Revisión Gas: two-yearly diagnostic and maintenance visit.
2. Tranquilidad Averías Gas: repair of defects or breakdowns.

When contracting the Pack Tranquilidad Gas, the diagnostic and maintenance visit included in the Tranquilidad Revisión Gas service will take place every year.

The duration of the Pack Tranquilidad Gas will be one (1) year, extendible automatically for consecutive annual periods unless the CUSTOMER communicates to the contrary fifteen (15) days prior to the end of each period.

The customer may cancel the Pack Tranquilidad Gas service or any of the two services that comprise it at any time (Tranquilidad Revisión Gas and Tranquilidad Averías Gas) without incurring a penalty. This termination will become effective on the date duly notified by the Customer.

The termination of the natural gas supply contract with CURENERGÍA will necessarily imply cancellation of the Tranquilidad Revisión Gas.

Monthly price: € 8.95 (VAT NOT INCLUDED). This price shall be updated automatically on 1 January of each year while the contract is in force, by applying the variation corresponding to the CPI (1)

(1) CPI: actual accrued value, for the November-to-November period of the year prior to the application of the variation, of the general Consumer Price Index published by the Spanish National Institute of Statistics.

## PACK TRANQUILIDAD GAS SPECIFIC CONDITIONS

### 1. PURPOSE

The purpose of these Specific Conditions is to describe the provision by Curenergía Comercializadora de Último Recurso S.A.U (hereinafter, CURENERGÍA) of the independent services Tranquilidad Revisión Gas and Tranquilidad Averías Gas that make up the Pack Tranquilidad Gas, as established in the Special Conditions.

#### 1.1. Scope:

##### 1.1.1.- Tranquilidad Revisión Gas:

This includes a two-yearly diagnostic and maintenance visit. If the Tranquillity Gas Revision service is contracted as part of the Pack Tranquilidad Gas, the frequency of the visit will be yearly.

The visit will have the following scope:

- a) Individual gas reception installation, performing the following operations: seal test, pressure testing, review of the

ventilation of the premises, anchors, distance from other ducts, knocks, flexible connections and defects on the exposed pipes.

b) Gas appliances with a power less than 70 kW: water heaters, boilers and domestic cooking appliances, except gas vitroceramic cookers; carrying out the following operations, according to the need determined by the type of appliance: verification of its operation with start-up, leakage check, analysis of combustion products and measurement of CO in the environment.

c) Hydraulic heating system: inspecting the exposed circuit, checking watertightness, verifying valves, bleeders and lockshield valves, and bleeding radiators if necessary.

##### 1.1.2.- Tranquilidad Averías Gas:

It includes **repair of defects or breakdowns to items mentioned in point 1.1.1, free of labour costs up to a maximum of 3 hours, as well as materials up to €50.** Service coverage is restricted to two repairs in each valid annual period. If after two repairs, the CUSTOMER requests another repair, the CUSTOMER will be informed that it is not covered by the Tranquilidad Averías Gas Service and will be billed in full, according to the estimate provided with no entitlement to discount of any kind for labour or materials. In all cases, call-out will be free of charge.

#### 1.2. Pack Tranquilidad Gas Exclusions:

- Inspections, assistance or repairs provided by persons unrelated to CURENERGÍA and any damage they may cause.
- Breakdowns in elements belonging to electricity or gas distribution companies, who are liable for the repair thereof.
- Thermostats, control systems or other elements external to gas devices that are not mentioned in section 1.1.1.
- The correction of defects or breakdowns that are the result of a defective gas installation and/or any substantial change or modification made to the installation and/or gas appliances, whenever such changes or modifications have not been made by CURENERGÍA.
- The repair of defects or breakdowns arising from negligent, improper or malicious use by the CUSTOMER of the installations mentioned in section 1.1.1.
- Elements, appliances and/or parts of the installation that are not visible and/or inaccessible because they are obstructed or covered by furniture, the structure of the premises or other objects, including equipment installed outside the home or premises that, due to their position, are rendered inaccessible or have no appropriate connections that allow the tests described herein to be undertaken.
- The replacement or improvement of the elements to which this contract refers, including as a result of changes or a modification to the applicable legislation.
- Installations with a capacity equal to or greater than 70kW, vitroceramic gas cookers and/or appliances other than water heaters, boilers or domestic appliances for cooking; and those installations intended for commercial or industrial use.
- The guarantee does not cover the repair of gas appliances over 10 years old or hydraulic heating installations that form part of communal facilities.
- Damage is excluded which is caused by the elements covered in the contract or due to their lack of operation, personal injury or material damage, caused due to misuse or poor maintenance,

injury to third parties, damage caused to the elements due to freezing, fire, explosions, floods or other disasters.

- CURENERGÍA is not responsible for delays or impediment in the execution of services in the event of strikes, riots, serious weather events and other cases of force majeure.

## 2. SERVICE TERMS AND CONDITIONS:

CURENERGÍA will provide the services included in the Pack Tranquilidad Gas under the following conditions:

- The Tranquilidad Averías Gas service will have a grace period of 15 calendar days from the date of contracting the service.

- The CUSTOMER must allow CURENERGÍA service personnel to perform the work required to provide the services included in the Pack Tranquilidad Gas. In particular yet not all-inclusive, the CUSTOMER must grant access to the installations and equipment contemplated for the present Service in addition to provide CURENERGÍA with updated contact data at all times for the necessary installation, replacement and maintenance operations. Failure of the customer to observe this condition may result in the termination of the contract.

- The CUSTOMER will be liable for the appropriate and justified use of breakdown notifications sent to CURENERGÍA.

- The CUSTOMER shall be provided with the corresponding visit report or troubleshooting report, as applicable, explaining the anomalies that were detected and the corrective actions proposed or carried out.

- A minimum warranty of six months will be given for all repairs made, from the date the repairs are completed.

-The Pack Tranquilidad Gas services cover installations and equipment located at the address indicated in the Special Conditions, so if the CUSTOMER moves house the Agreement cannot be transferred. It can however be passed on to the new occupant by informing CURENERGÍA of the fact.

- Performance of the visits considered as part of this service does not exempt or replace execution of the periodic inspections that must be carried out by the gas distribution company in accordance with Royal Decree 919/2006.

- CURENERGÍA will respond to breakdowns of installations and equipment within 24 hours. Call out is available 365 days a year, from 8 a.m. to 8 p.m. continuously.

- If CURENERGÍA cannot guarantee service through no fault of its own, for example, but not limited to, danger in the area, any type of aggression directed against CURENERGÍA engineers, unhealthy conditions in the dwelling, the CUSTOMER'S repeated refusals to seal off an installation that requires it or to receive the annual maintenance visit, etc., CURENERGÍA reserves the right to rescind this Agreement and will not be held liable for any cost whatsoever.

- CURENERGÍA may request the CUSTOMER's voluntary collaboration in carrying out internal quality controls, always carried out by duly accredited personnel.

- The parts necessary for troubleshooting will be supplied by the CURENERGÍA-accredited technician, and parts supplied by third parties cannot be used.

## 3.- RESPONSIBILITIES AND EXCLUSIONS

**3.1.** CURENERGÍA shall be solely responsible for the correct execution of the work described in this contract. Specifically, it shall not be responsible for:

- Personal injury or material damage resulting from improper use or upkeep by the CUSTOMER.

- Damage caused to any item or its operation unless caused by the company itself.

**3.2.** The parties agree that force majeure and fortuitous events shall release them from liability.

## 4. DURATION, RENEWAL AND TERMINATION OF THE SERVICE

### 4.1.- Duration and renewal

The duration of the Pack Tranquilidad Gas will be one (1) year, extendible automatically for consecutive annual periods unless the CUSTOMER communicates to the contrary fifteen (15) days prior to the end of each period.

### 4.2.- Termination

The customer may cancel the Pack Tranquilidad Gas service or any of the two services that comprise it at any time without incurring a penalty. This termination will become effective on the date duly notified by the Customer.

The termination of the natural gas supply contract with CURENERGÍA will necessarily imply cancellation of the Pack Tranquilidad Gas.

Without prejudice to the joint contracting of the Revisión Gas and Averías Gas services that make up the Pack Tranquilidad Gas, the customer may freely opt out of one of these services, in which case the other service will remain active. In this case, the price and conditions of the service that remains active will become those that correspond to that service, as if it had been contracted independently. In the case of the Tranquilidad Revisión Gas service, the visit will become two-yearly.